

**A. REQUEST FOR OFFERS****(THIS IS NOT AN ORDER)**

1. REQUEST NO.

DTFAAC-11-R-00011

PAGE

1 of 11

2. DATE ISSUED:

09 September 2010

3. REQUISITION/PURCHASE REQUEST NO.:

RITA-11-00011

4a. ISSUED BY:

FEDERAL AVIATION ADMINISTRATION  
P.O. BOX 25082 ATTN: AMQ-310  
OKLAHOMA CITY, OK 73125

5. DELIVERY BY

Period of Performance  
10/01/2010 to 09/30/2011

6. DELIVERY:

☒ X FOB DESTINATION  
☐ OTHER

4b. FOR INFORMATION CALL: (NO COLLECT CALLS)

Monica Rudolph

PH: 405-954-4137

FAX: 405-954-3030

7. TO: NAME AND ADDRESS (INCLUDING ZIP CODE)

OFFERORS

8. DESTINATION:

Oklahoma City, OK

9. PLEASE FURNISH OFFER TO THE ISSUING OFFICE ON  
OR BEFORE CLOSE OF BUSINESS (DATE AND TIME).

15 SEP 2010 @ 3:00 PM LOCAL TIME

10. BUSINESS CLASSIFICATION (CHECK ALL THAT APPLY)

☐ SMALL☐ DISADVANTAGED☐ OTHER THAN SMALL☐ WOMEN OWNED

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparations of the submission of this quotation or to contract for supplies or services. Any representations and/or certifications attached to the Request for Offer must be completed by the offeror.

11. SCHEDULE (INCLUDE APPLICABLE FEDERAL, STATE, AND LOCAL TAXES)

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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To comply with reporting requirement of 26 U.S.C. 6041, 6041A and implementing regulation issued by the Internal Revenue Service, your Taxpayer Identification Number AND Duns Number are required. TIN: \_\_\_\_\_; DUNS: \_\_\_\_\_

Request quote remain firm for 60 days after closing date of quote.

**SUPPLIES/SERVICES AND PRICES/COSTS****ESTIMATED**  
**Quantity****Unit****Unit Price****Line Amount**

SEE ATTACHED PAGE 2 FOR QUOTE  
FORM. PLEASE COMPLETE PAGE 2  
COMPLETELY. In addition, you may submit your  
pricing in your own format.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_  
**TOTAL**

12. DISCOUNT FOR PROMPT PAYMENT

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

\_\_\_\_ CALENDAR DAYS

%

13. NAME AND ADDRESS OF OFFERER (STREET, CITY, COUNTY, STATE AND ZIP  
CODE)14. SIGNATURE OF PERSON AUTHORIZED  
TO SIGN OFFER

15. DATE OF OFFER

16. NAME AND TITLE OF SIGNER (TYPE OR PRINT

17. TELEPHONE NO.  
(INCLUDE AREA CODE)

## NOTE:

SPECIAL ATTENTION IS DRAWN TO COURSES WITH AN ASTERIK \* THAT REQUIRE FOUR (4) BREAK-OUT ROOMS CAPABLE TO ACCOMMODATE A GROUP SIZE OF 7-8 PERSONS.  
SOME COURSES RUN CONCURRENTLY AND WILL REQUIRE TWO (2) SEPARATE MEETING ROOMS.

Course	Start	End	Students	Room Set-up	# of Days	Hotel Rate per Day	Total PER Course
INITIAL AEPA	11/16/2010	11/17/2010	30	U-Shape	2	\$	\$
INITIAL AEPA	12/14/2010	12/15/2010	30	U-Shape	2	\$	\$
INITIAL DPE*	1/3/2011	1/7/2011	30	U-Shape	5	\$	\$
INITIAL AIRCRAFT CERT.*	1/11/2011	1/13/2011	30	U-Shape	3	\$	\$
INITIAL DME	1/18/2011	1/20/2011	30	U-Shape	3	\$	\$
INITIAL AEPA	2/1/2011	2/2/2011	30	U-Shape	2	\$	\$
INITIAL DPE*	3/7/2011	3/11/2011	30	U-Shape	5	\$	\$
INITIAL AEPA	3/15/2011	3/16/2011	30	U-Shape	2	\$	\$
INITIAL AEPA	4/12/2011	4/13/2011	30	U-Shape	2	\$	\$
INITIAL DPE*	4/18/2011	4/22/2011	30	U-Shape	5	\$	\$
RECURRENT MANUF. AIRCRAFT	4/19/2011	4/21/2011	40	Classroom	3	\$	\$
INITIAL DME	5/10/2011	5/12/2011	30	U-Shape	3	\$	\$
INITIAL AIRCRAFT CERT.*	5/17/2011	5/19/2011	30	U-Shape	3	\$	\$
INITIAL DPE*	6/6/2011	6/10/2011	30	U-Shape	5	\$	\$
INITIAL AEPA	6/14/2011	6/15/2011	30	U-Shape	2	\$	\$
INITIAL AEPA	7/12/2011	7/13/2011	30	U-Shape	2	\$	\$
INITIAL DPE*	8/15/2011	8/19/2011	30	U-Shape	5	\$	\$
INITIAL AEPA	8/16/2011	8/17/2011	30	U-Shape	2	\$	\$
RECURRENT MANUF. AEPA	8/23/2011	8/24/2011	40	Classroom	2	\$	\$
RECURRENT MANUF. AEPA	8/24/2011	8/25/2011	40	Classroom	2	\$	\$
RECURRENT AB & LS	8/25/2011	8/25/2011	30	Classroom	1	\$	\$
INITIAL AIRCRAFT CERT.*	9/13/2011	9/15/2011	30	U-Shape	3	\$	\$
INITIAL DME	9/20/2011	9/22/2011	30	U-Shape	3	\$	\$
INITIAL AB & LS	9/20/2011	9/22/2011	30	U-Shape	3	\$	\$
RECURRENT MAINTENANCE	9/27/2011	9/28/2011	40	Classroom	2	\$	\$
Courses grayed out indicate a requirement for four (4) break-out rooms capable to accommodate a group size of 7-8 persons			Dates grayed out indicate an overlap of dates (2 Separate Rooms Required)				
			Total		72	\$	\$

## C.1 BACKGROUND

This Statement of Work (SOW) outlines hotel meeting room space needed for the FAA group AFS-640, Designee Standardization Branch who will be conducting approximately 25 separate training seminars on a variety of topics throughout the FY2011. The period of performance is 10/01/2010 through 09/30/2011. The Seminars have an average of 30 participants per class with no more than 40 and no less than 10 students per class. The meeting room space will be needed in Oklahoma City. The hotel information is made available to students at registration and they are encouraged but not required to stay at the host hotel.

### Dates and Time:

The dates for the scheduled training seminars have been set by the training organization based on the current program requirements. Any necessary changes that may occur to the schedule throughout the year will be coordinated with the facility 30 days prior to the scheduled training seminar. Schedule changes will be agreed to by both parties, and the pre-negotiated per day rate will be applied to the new date.

### **Meeting Room Requirements**

- The times necessary for the FAA to conduct the actual training seminar is from 8:00a.m. To 5:00p.m. Central Standard Time. The conference room must be available 1 hour prior to the start of the seminar as well as 1 hour afterwards for preparation and teardown. Total occupancy time of the conference room will be from 7:00a.m. to 6:00p.m Central Standard Time on the dates outlined in the schedule below.
- The FAA requires ONE conference room of at least 1200 sq/ft and 10ft ceiling height to accommodate up to 40 students for each class below. Room must provide unobstructed view for each seated participant (no columns/pillars/posts). **Note that some classes run concurrently, necessitating two separate rooms.**
- All meeting rooms are to be set up in classroom style or in a U-shaped format as indicated below, with not more than 2 people to a 6 foot table or 3 people to an 8 foot table.
- One 8 ft. table and 3 chairs provided at the back or side of the room for Instructors/Observers.
- Light refreshment table with a.m. and afternoon break to include coffee, water, and snacks. This must be inclusive in the per day rate room rental.

- For the eight (8) classes indicated with an asterisk below, the hotel shall provide four (4) break-out rooms suitable for a group size of 7-8 people.

#### ANTICIPATED Schedule

Course	Start	End	Students	Room Set-up
INITIAL AEPA	11/16/2010	11/17/2010	30	U-Shape
INITIAL AEPA	12/14/2010	12/15/2010	30	U-Shape
INITIAL DPE*	1/3/2011	1/7/2011	30	U-Shape
INITIAL AIRCRAFT CERT.*	1/11/2011	1/13/2011	30	U-Shape
INITIAL DME	1/18/2011	1/20/2011	30	U-Shape
INITIAL AEPA	2/1/2011	2/2/2011	30	U-Shape
INITIAL DPE*	3/7/2011	3/11/2011	30	U-Shape
INITIAL AEPA	3/15/2011	3/16/2011	30	U-Shape
INITIAL AEPA	4/12/2011	4/13/2011	30	U-Shape
INITIAL DPE*	4/18/2011	4/22/2011	30	U-Shape
RECURRENT MANUF. AIRCRAFT	4/19/2011	4/21/2011	40	Classroom
INITIAL DME	5/10/2011	5/12/2011	30	U-Shape
INITIAL AIRCRAFT CERT.*	5/17/2011	5/19/2011	30	U-Shape
INITIAL DPE*	6/6/2011	6/10/2011	30	U-Shape
INITIAL AEPA	6/14/2011	6/15/2011	30	U-Shape
INITIAL AEPA	7/12/2011	7/13/2011	30	U-Shape
INITIAL DPE*	8/15/2011	8/19/2011	30	U-Shape
INITIAL AEPA	8/16/2011	8/17/2011	30	U-Shape
RECURRENT MANUF. AEPA	8/23/2011	8/24/2011	40	Classroom
RECURRENT MANUF. AEPA	8/24/2011	8/25/2011	40	Classroom
RECURRENT AB & LS	8/25/2011	8/25/2011	30	Classroom
INITIAL AIRCRAFT CERT.*	9/13/2011	9/15/2011	30	U-Shape
INITIAL DME	9/20/2011	9/22/2011	30	U-Shape
INITIAL AB & LS	9/20/2011	9/22/2011	30	U-Shape
RECURRENT MAINTENANCE	9/27/2011	9/28/2011	40	Classroom

#### AV Requirements include:

- The contractor will supply a house sound patch (the equipment needed to connect the instructor laptop to sound system), and 8'X8' projection screen At least one broadband Internet connection in each room. Wi-Fi is preferred.
- Dimmable lighting controllable by the Instructor.
- The contractor will provide any necessary technical assistance to ensure all provided equipment is properly connected and functional at the beginning of each class day.

#### Other Requirements

- Free parking for students staying at the hotel
- Free transportation to and from the OKC Airport for seminar attendees

- The Conference facility must provide secure on-site storage space for:
  - AFS-640 Five (5) TV monitors on stands
  - AFS-640 1 standby projection screen
- The on-site storage of government-owned audio visual equipment must be made available throughout the entire Period of Performance of the Purchase Order.

### **Sleeping Room Requirements:**

- The hotel will be responsible for making hotel sleeping rooms available to students at the U.S. Government published current per diem rate for Oklahoma City.
- Rooms should be available for reservation by students beginning 60 days before and continuing until 14 days prior to the class start date.
- The FAA requires that at least 20 rooms be blocked for reservation by students attending each seminar beginning the night before the start date through the night of the end date.
- Students make their own reservations and are solely responsible for payment. The FAA does NOT purchase room blocks. The FAA shall be under NO obligation to purchase rooms in coordination with procuring Hotel Meeting room space.
- Students that choose to stay at the host hotel will be responsible for all costs and incidentals while attending the training seminar.

The FAA will issue a Letter of Intent to the hotel property to secure the meeting space prior to the issuance of a formal Purchase Order. The Hotel shall agree to honor the Letter of Intent and Purchase Order Agreement in lieu of standard hotel contract.

Hotel will invoice at the conclusion of each training seminar. Itemized invoices to be provided to:

Transportation Safety Institute  
 Chad Stowe RTI-100  
 6500 S. MacArthur Blvd  
 Oklahoma City, OK 73169

# EVALUATION CRITERIA AND INSTRUCTIONS FOR PROPOSAL SUBMISSION

## INSTRUCTIONS:

Proposals shall be submitted in electronic format to [monica.rudolph@faa.gov](mailto:monica.rudolph@faa.gov) by the due date and time specified on page 1.

Your proposal shall be submitted addressing pricing and the requirements listed in the statement of work and in accordance with the evaluation criteria. Your proposal should at a minimum include descriptive literature and commercial list prices of meeting room space, meeting space diagrams and square footage and capacity charts, guest room information, information (availability/cost) on amenities of hotel, i.e., parking, shuttle services; transportation to/from airport, audio visual equipment and technical assistance, on-site storage, light refreshments, and other amenities offered. Pricing, at a minimum, should be submitted in the format outlined on page 2 and may also be submitted in your own format if desired.

## AWARD SELECTION:

This is a best value source selection conducted in accordance with the FAA Acquisition Management System (AMS). Award will be made to the Offeror whose proposal is judged to represent the best value to the Government. Best value will be based on an evaluation of all factors in relation to the stated evaluation criteria and will be determined by evaluating each proposal in the areas shown in this section. Award may be made with or without discussions with the offeror(s). The FAA reserves the right to conduct an on-site inspection of offered facilities. All responsible sources that can meet the requirements and provide items as listed above may respond to this solicitation by submitting proposals. The Source Selection Official (SSO) will consider the final evaluation and use his/her best judgment to arrive at a Best Value decision. Therefore, the successful Offeror may not have submitted the lowest price. While the government evaluation team and the SSO will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. The Government intends to select one contractor for the Hotel Meeting Room Space Purchase Order. However, the Government reserves the right to make multiple awards or no award at all, depending on the quality of the proposals submitted and the availability of funds.

## EVALUATION FACTORS

**These factors are listed in descending order of importance. The factors other than Price, when combined, are significantly more important than Price. Proposal will be assessed according to the following evaluation factors and weights:**

### FACTOR 1- MEETING SPACE (40%)

- Guest rooms and meeting space available in a single location
- Availability to meet all dates in the schedule
- Ability to meet meeting room requirements (square footage, occupancy, break-out rooms)
- Quality of meeting space and hotel (star rating, last renovation, tables, chairs, ergonomics, etc.)
- Flexibility to adapt to unforeseen schedule changes
- Climate control ability
- Lighting control ability

### FACTOR 2- HOTEL SERVICES (30%)

- Audio Video Requirements (House sound patch, 8x8 projection screen, internet connection)
- Technical assistance for audio visual set-up
- Secure on-site storage for 1 year for Government-Owned Audio Video Equipment
- Availability of room blocks for training attendees with no obligation
- Lodging rates (guest room available at rates at or below per diem)

- Light refreshments offered

### **FACTOR 3- LOCATION (20%)**

- Located in Oklahoma City city limits
- Proximity to airport (less than 10 miles)
- Proximity to restaurants (within walking distance)

### **FACTOR 4 -HOTEL AMENITIES (10%)**

- Complimentary On-site Parking
- Availability and type of transportation available to/from airport
- Complimentary shuttle available
- Internet access capability

### **SCORING**

For each rated Factor listed above the Offeror will receive a numerical score of 1, 3, or 5. (see table below). Each factor has a weighted percentage. The scores for each factor will be summed and weighted percentages will be applied to the four factors to arrive at a final score. The final score will be evaluated against the total price to determine the overall best value for the government. The Government may make award to other than the lowest priced or highest technically rated offeror. The Government reserves the right to make an award to that offeror whose proposal provides the best value to the Government.

### **NUMERICAL DEFINITION**

<b>5 (Excellent)</b>	Proposal demonstrates/indicates elements that exceed the Government's requirements. Several strengths are identified and are presented as beneficial to the Government.
<b>3 (Satisfactory)</b>	Proposal is responsive to the requirement and meets, but does not exceed, the minimum specified requirements. Few strengths and minor deficiencies are identified.
<b>1 (Poor)</b>	Proposal fails to meet minimum requirements and has significant deficiencies identified.

### **PRICE ANALYSIS:**

Prices proposed will be evaluated separately and applied in the determination of best value. The rated evaluation criteria (specified above) are significantly more important than price. It is anticipated that proposed prices received resulting from this RFO will be determined fair and reasonable based on adequate price competition. The FAA will conduct a price analysis to determine price reasonableness based on competition.

### 3.2.2.3-20 Electronic Offers (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means of fax and email. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to fax (405) 954-3030 or [monica.rudolph@faa.gov](mailto:monica.rudolph@faa.gov)
- (f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

CONTRACTOR IS TO FURNISH THE FOLLOWING UNDER THE TERMS AND CONDITIONS SPECIFIED ON BOTH SIDES OF THIS ORDER AND IN ACCORDANCE WITH CLAUSES 6, 7, 8, 9, 14, 33, 37, 43 OF THE ATTACHED "PURCHASE ORDER TERMS AND CONDITIONS", AC FORM 4415-8 (04/07).



**PURCHASE ORDER TERMS AND CONDITIONS**  
(NOTE: Date of clause is that in effect on date of purchase order)

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE** This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE AND ARE SELF-DELETING IF NOT APPLICABLE:**

- 3.1.7-2 Organizational Conflicts of Interest
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 3.2.2.8-1 New Material
- 3.2.2.8-3 Delivery of Excess Quantities
- 3.2.5-1 Officials Not to Benefit
- 3.2.5-3 Gratuities or Gifts
- 3.2.5-4 Contingent Fees
- 3.2.5-5 Anti-Kickback Procedures
- 3.2.5-8 Whistleblower Protection for Contract Employees
- 3.3.1-1 Payments
- 3.3.1-6 Discounts for Prompt Payment
- 3.3.1-9 Interest
- 3.3.1-17 Prompt Payment
- 3.3.1-33 Central Contractor Registration
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration
- 3.4.2-6 Taxes—Contracts Performed in US Possessions or Puerto Rico
- 3.4.2-7 Federal, State, and Local Taxes—Fixed Price Noncompetitive Contract
- 3.2.4-8 Federal, State, and Local Taxes Fixed Price Contract
- 3.6.2-2 Convict Labor
- 3.5.2-9 Equal Opportunity
- 3.6.3-15 Material Requirements
- 3.6.3-16 Drug Free Workplace
- 3.6.4-1 Waiver of Buy American Act for Civil Aircraft and Related Articles
- 3.6.4-2 Buy American Act—Supplies
- 3.6.4-10 Restrictions on Certain Foreign Purchases
- 3.6.4-12 European Union Sanction for End Products (applicable under \$100K)
- 3.7-1 Privacy Act Notification
- 3.7-2 Privacy Act
- 3.9.1-1 Contract Disputes
- 3.9.1-2 Protest After Award
- 3.9.1-3 Protest (this is for SIRs only)
- 3.10.1-7 Bankruptcy
- 3.10.1-11 Government Delay of Work
- 3.10.1-12 Changes—Fixed Price
- Changes—Fixed Price Alt I
- Changes—Fixed Price Alt II
- 3.10.1-25 Novation and Change-Of-Name Agreements
- 3.10.4-1 Contractor Inspection Requirements
- 3.10.4-2 Inspection of Supplies—Fixed Price
- 3.10.4-4 Inspection of Services—both Fixed Price & Cost Reimbursement
- 3.10.4-16 Responsibility for Supplies
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)
- 3.10.6-4 Default (Fixed Price Supply and Service)
- 3.13-5 Seat Belt Use by Contractor Employees

**THE FOLLOWING CLAUSES AND/OR PROVISIONS ARE APPLICABLE ONLY WHEN REFERENCED BY NUMBER ON THE PURCHASE ORDER**

- 1. 3.10.9-4 First Article Approval—Contractor Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
- 2. 3.10.9-2 First Article Approval—Government Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
- 3. 3.2.2.8-2 Variation in Quantity (Permissible variation is stated in the Schedule)
- 4. 3.2.5-7 Disclosure regarding Payments to Influence Certain Federal Transactions (This applies if over \$100K)
- 5. 3.6.2-1 Contract Work Hours and Safety Standards Act—Overtime Compensation (Not if commercial or under \$100K)
- 6. 3.6.2-4 Walsh-Healey Public Contracts Act

- 7. 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 8. 3.6.2-13 Affirmative Action for Handicapped Workers
- 9. 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
- 10. 3.3.1-8 Extras
- 11. 3.6.2-28 Service Contract Act of 1965, as Amended
- 12. 3.6.2-29 Statement of Equivalent Rates for Federal Hires (Employee Class & Monetary Wage-Fringe Benefits Specified in Schedule)
- 13. 3.6.2-31 Fair Labor Standards Act and Service Contract Act—Price Adjustment
- 14. 3.6.2-33 Exemption from Application of Service Contract Act Provisions
- 15. 3.6.3-2 Clean Air and Clean Water (applies if over \$100K)
- 16. 3.6.3-3 Hazardous Material Identification and Material Safety Data
- 17. 3.6.3-4 Recovered Material Certification
- 18. 3.8.2-9 Site Visit
- 19. 3.8.2-10 Protection of Government Buildings, Equipment and Vegetation
- 20-30. RESERVED
- 31. 3.3.1-24 Fast Payment Procedures
- 32. **ADVANCE PAYMENTS:** The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the items specified in the Schedule, and (b) either that orders have been placed in effect for the addresses required, or that the orders will be placed in effect upon receipt of payment.
- 33. **NOTICE TO SUPPLIER:** This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.
- 34-36. RESERVED
- 37. 3.11-34 F.O.B. Destination
- 38. RESERVED
- 39. **TRANSPORTATION COST – GOVERNMENT:** Prepay shipping charges and bill as a separate item on invoice. If shipping charges exceed \$100, a prepaid freight receipt must accompany the invoice. The Commercial bill of lading must be marked **THESE TRANSPORTATION CHARGES ARE TO BE PAID AS A SEPARATE AND DIRECT ITEM BY THE U.S. GOVERNMENT. THEREFORE, ANY SPECIAL U.S. GOVERNMENT TRANSPORTATION RATES MUST BE APPLIED.**
- 40-41. RESERVED
- 42. **CUSTOMS DUTIES AND CLEARANCE:** All import shipments will be shipped in bond to Oklahoma City, Oklahoma. Clearance will be made of customs duties paid by the Government. For F.O.B. Destination shipments, these costs will be deducted from the contractor's invoice or billed to the contractor. This in no way relieves the contractor of responsibility for transportation charges or damage in shipment on F.O.B. Destination orders.
- 43. **NO SUBSTITUTE OR CHANGE:** No substitution or changes shall be made without prior approval of the Contracting Officer.
- 44. RESERVED.
- 45. **PACKING SLIP—Form 4650-12:** these are warranty repair items and are being shipped under separate cover with FAA Form 4650-12 as packing slip.
- 46-48. RESERVED.
- 49. **OVERHAUL OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-26 is attached and made a part hereof.
- 50-51. RESERVED.
- 52. **ACQUISITION OF AIRCRAFT APPLIANCES AND COMPONENTS** AC Form 4450-29 is attached and made a part hereof.
- 53-60. RESERVED.

**61. PRESERVATION/PACKAGING, PACKING, AND MARKING:-**

a. All items unless otherwise specified shall be individually packaged to American Society for Testing and Materials (ASTM) D 3951 (packaging). "Standard Practices for Commercial Packaging are encouraged (unless it is shown that commercial packaging practices cannot provide adequate protection and preservation). MIL-STD-2073-1 is applied only when commercial packaging cannot meet known distribution and environmental requirements. Details and decision logic for the use of this standard are described in 1.1, 1.2, figure 1, and 6.10.

b. Electrostatic or electromagnetic sensitive items shall be initially wrapped in Electrostatic Sensitive Discharge (ESD) shielding material conforming to MIL-STD-2073-1, Code GX, Preserve by Method 41.

c. ESD intermediate and exterior containers shall be marked with the yellow and black ESD label IAW MIL-STD-129, "Marking for Shipment and Storage."

d. Common hardware items shall be packaged in multiple unit pack quantities compatible with the unit of issue (UI) or Quantity per Unit Pack (QUP). **BULK QUANTITIES ARE NOT ACCEPTABLE.**

e. Assemblies, modules and equipment shall be marked with a serial number to serve as a unique identifier.

f. Labels should include:

NATIONAL STOCK NUMBER

MANUFACTURER'S NAME

NOUN

PART NUMBER

QUANTITY AND UNIT OF ISSUE

LEVEL OF PROTECTION AND DATE PACKED

PO NUMBER/CONTRACT NUMBER

SERIAL NUMBER (if applicable)

g. Items received noncompliant with preservation and packaging (especially ESD protection) are subject to be returned at no cost to the Government. In the event of an urgent need, the FAA may exercise the following action: The noncompliant packaged items will be retained and repackaged to specification at the FAA location. The FAA shall deduct packaging charges from the Purchase Order (PO). Noncompliant ESD packages WILL be returned.

h. The following paragraph concerns only FAA items that are shipped to a contractor for repair:

The FAA will endeavor to ship all items in reusable containers. All items shall be returned to the FAA in the same or equal containers (see a. above). In those instances where material is shipped in specialized containers (e.g., plastic/fiberglass shipping cases, metal crates, etc.), that material will be returned in the original container.

**FAA CONTACT FOR QUESTIONS REGARDING PACKAGING:**

Ronnie DeLoach (405) 954-5432, or

Wallace Hampton (405) 954-1615, AML-1010

Copies of the ASTMs can be attained from:

ASTM

100 Barr Harbor Dr.

West Conshohocken, PA 19428

(610) 832-9500

Copies of Mil STD 129 can be attained from:

DODSSP

Customer Service

Standardization Documents Order Desk

700 Robbins Avenue Building 4D

Philadelphia, PA 19111-5084

**3.10.1-22 Contracting Officer's Technical Representative (January 2008)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.